## INTERLOCAL AGREEMENT BETWEEN NORCOM AND CITY OF REDMOND FOR MUTUAL BACKUP EMERGENCY COMMUNICATIONS

THIS AGREEMENT is entered into by the North East King County Regional Public Safety Communications Agency, a Washington not for profit corporation and instrumentality of its member governments ("NORCOM") and the City of Redmond, a Washington municipal corporation ("Redmond"), for the purposes hereinafter stated

WHEREAS, NORCOM was created by interlocal agreement and provides emergency communications and dispatching services for a number of law enforcement and fire and emergency medical service agencies, including the Redmond Fire Department, and

WHEREAS, the Redmond Police Department provides emergency service communications and dispatching services for its law enforcement personnel, and

WHEREAS, Redmond and NORCOM are each Public Safety Answering Points ("PSAPs") for purposes of the E9-1-1 system, which requires that each PSAP have a backup agency to provide emergency communications and dispatch services in the event of a disruption in the PSAP's abilities to provide those services at its own primary facility, and

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that either Redmond or NORCOM is unable to provide services due to an emergency such as fire, flood, earthquake, attack, sabotage, equipment malfunction or any other such cause, Redmond and NORCOM have agreed to serve as backup facilities for each other until service can be restored, and

WHEREAS, the parties wish to set forth their agreement in writing and the parties have authority to enter into interlocal agreements for this purpose under RCW chapter 39 34,

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this agreement and the promises and agreements contained herein, the parties agree as follows

Purpose The purpose of this Agreement is to ensure the continuity of emergency communications and the response to 9-1-1 calls during periods of emergency in which one of the parties is temporarily unable to provide for its own communications at its own primary facility. Under this Agreement, each party will temporarily provide emergency communications service on the other party's behalf and will provide space within its communications facilities for the other party to operate emergency communications until normal service can be restored.

- Space and Improvements at Redmond Public Safety Building In order to facilitate the provision of backup communications services as provided in this Agreement, Redmond agrees to provide space within the Redmond Public Safety Building at 8701 160th Ave NE in the City of Redmond for a backup emergency communications center for use by NORCOM NORCOM and Redmond will agree on improvements to be made to the space in order to allow it to function as NORCOM's backup communications center NORCOM will be solely responsible for designing the improvements, provided, that Redmond and NORCOM will agree on the final design Upon such agreement, Redmond will put the construction project out to bid (if required) The parties will review all bids received and will agree upon the contractor to whom the contract will be awarded Redmond will then award the construction contract and cause the improvements to be constructed. At the time Redmond executes the construction contract. NORCOM will deposit the entire contract sum with Redmond for Redmond's use in paying the contractor In the event of change orders or cost overruns, NORCOM will pay Redmond the cost of such change orders or cost overruns within thirty (30) days after receipt of an invoice therefore from Redmond The parties will agree on the date of substantial completion, any required punchlist, and final completion Any required furnishings and equipment that are not part of the construction contract will be the sole responsibility of NORCOM to procure and install
- Space and Improvements at NORCOM NORCOM agrees to provide space at its communications center at 450 110th Ave NE in the City of Bellevue for a backup communications center for use by Redmond It is not anticipated that any significant improvements to the space will be required for Redmond's use. In the event that improvements are required, Redmond and NORCOM will agree on the scope of the improvements and construction or installation shall proceed in a similar manner as described in Section 2 above. Any furnishings or equipment required by Redmond will be the sole responsibility of Redmond to procure and install
- 4 <u>Use of Space Not Exclusive</u> Each party retains the right to use the space in its facility provided to the other party during times when the space is not needed for backup emergency communications. Each party shall take reasonable care to avoid damaging the other party's furnishings and equipment and shall be responsible for any damage sustained during that party's use
- 5 <u>Backup Communications Service</u> In the event an emergency occurs that results in the inability of either party to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications service shall be provide as follows
- A The initiating party will contact the backup party to advise the backup party of the need for services. The backup party shall advise the initiating party of the backup party's ability to provide the services and, if the backup party is in a position to do so, all emergency communications services for the initiating party shall be switched to the backup party. Upon switchover, the backup party shall, to the extent of its abilities

and resources, temporarily provide emergency communications services consisting of the following

- 1 Receiving 9-1-1 calls and routine calls for police, fire, and medical services agencies served by the initiating party,
- 2 Directing a response to said calls by either dispatching the appropriate emergency police, fire or medical unit or forwarding the call to the appropriate agency for response, and
  - 3 Providing ongoing communication support to personnel in the field
- B The services provided under Subsection (A) shall be provided until such time as communications personnel from the initiating party arrive at the backup party's facility and make the backup communications facility of the initiating party operational. At such time as the backup communications facility is operational, the initiating party shall notify the backup party and emergency communications shall be switched over to the initiating party's backup facility
- C Upon restoration of normal emergency communications services at the initiating party's primary facility, communications shall be switched back to the primary facility and the use of the backup facility will cease. The initiating party shall deactivate the backup facility, store and secure all equipment, and transport its personnel back to its primary facility upon cessation of backup operations.
- D It is understood that each party to this Agreement has finite resources and that backup communications services may not be able to be provided under all circumstances. It is also understood that the backup party may not be able to provide service at the same level as the initiating party during the temporary service period. Neither party makes any guarantees or warranties of any kind to the other regarding the availability or level of service.
- 6 Responsibility for Costs Except as expressly provided in Sections 2 and 3 above, each party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement
- 7 **Property** No real or personal property is to be acquired jointly by the parties under this Agreement. All improvements to the building spaces made pursuant to Sections 2 and 3 above shall become the property of the building owner, except that trade fixtures, furnishings, and equipment that can be removed without causing damage to the building may be removed by the party at whose cost they were purchased or installed
- 8 <u>Indemnity</u> Each party shall indemnify, defend, and hold the other party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and

volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. In the event a court of competent jurisdiction determines that RCW 4 24 115 applies to this Agreement, then in the event of liability caused by the concurrent negligence of both parties each party shall be responsible only to the extent of its own negligence. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated

- 9 <u>Insurance</u> Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement
- 10 No Third Party Beneficiaries There are no third party beneficiaries to this Agreement No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement
- Duration Termination This Agreement shall take effect and be in full force upon signature by both parties. This Agreement shall remain in effect thereafter unless terminated by either party pursuant to this Section. Either party may terminate this Agreement upon ninety (90) days written notice to the other party. No later than the ninetieth day following the notice of termination, each party shall remove its trade fixtures, furnishings and equipment from the backup space provided by the other party.
- Notices Notice of the need for backup services under Section 4 of this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons.

## To Redmond

## To NORCOM

Police Chief
Redmond Police Department
8701 160th Avenue NE
P O Box 97010
Mail Stop PSPDA
Redmond, WA 98073-9710

Executive Director NORCOM P O Box 50911 Bellevue, WA 98015-0911

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above

- 13 <u>Administration</u> No separate legal or administrative entity is created by this Agreement The Police Chief of Redmond and the Executive Director of NORCOM will jointly administer this Agreement
- 14 <u>Litigation</u>. In any litigation brought by either party to enforce the provisions of this Agreement or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The venue for any action related to this Agreement shall be the Superior Court in and for King County, Washington, at Seattle
- 15 <u>Severability</u> If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Agreement
- 16 <u>Listing</u> As provided in RCW 39 34 040, each party shall, prior to the effective date of this Agreement, list this Agreement by subject on its web site
- 17 <u>Entire Agreement</u>. This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This Agreement may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below

CITY OF REDMOND

NORCOM

Date John Marchione

Shris Fischer, Executive Director

Date

**ATTEST** 

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APPROVED AS TO FORM

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James E Haney, City Attorney

Rod Kaseguma, NORCOM Attorney